

Tariffs) with any CLEC, ITC, CMRS carrier, or other LEC, to which Verizon terminates Telephone Exchange Service traffic (originated by AT&T) that transits a Verizon Tandem Office. Such arrangements shall provide for direct interconnection by AT&T with each such CLEC, ITC, CMRS carrier or other LEC, without the use of Verizon's Transit Service.

7.2.4 Except as set forth in this Section 7.2.4, Verizon will not provide Tandem Transit Traffic Service for Tandem Transit Traffic volumes that exceed the CCS busy hour equivalent of 200,000 combined minutes of use to a particular CLEC, ITC, CMRS carrier or other LEC for any consecutive three (3) months (the "Threshold Level"). At such time that AT&T's Tandem Transit Traffic exceeds the Threshold Level, Verizon shall continue to provide Tandem Transit Service to AT&T (for the carrier in respect of which the Threshold Level has been reached) for a period equal to sixty (60) days after the date upon which Verizon provides written notice (in accordance with Section 28.12 of this Agreement) to AT&T that the Threshold Level was reached for the subject carrier (the "Transition Period"). During the Transition Period AT&T shall exercise best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement with the subject carrier pursuant to Section 7.2.3 above. If, at the end of the Transition Period, Verizon believes AT&T has not exercised good faith efforts to promptly obtain a reciprocal Telephone Exchange Service traffic arrangement with the subject carrier, Verizon may submit the matter to the Dispute Resolution process set forth in Section 28.11 of this Agreement. During the Transition Period, in addition to any and all Tandem Transit Traffic rates and charges as provided in Section 7.2.6 hereof, AT&T shall pay Verizon (a) a monthly "Transit Service Trunking Charge" for each subject carrier, as set forth in Exhibit A hereto, and (b) a monthly "Transit Service Billing Fee", as set forth in Exhibit A hereto. If, at the end of the Transition Period Verizon does not terminate the Transit Traffic Service to AT&T, AT&T shall continue to pay Verizon (a) a monthly "Transit Service Trunking Charge" for each subject carrier, as set forth in Exhibit A hereto, and (b) a monthly "Transit Service Billing Fee", as set forth in Exhibit A hereto.

7.2.5 Intentionally omitted.

7.2.6 AT&T shall pay Verizon for Transit Service that AT&T originates at the rate specified in Exhibit A, plus any additional charges or costs the terminating CLEC, ITC, CMRS carrier, or other LEC, imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.

7.2.7 AT&T may, in its sole discretion, offer Transit Traffic Services to Verizon or other third parties that originate or terminate Transit Traffic. Arrangements for such services shall be comparable to those applicable to Transit Traffic Services provided by Verizon.

7.2.8 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.

7.2.9 For the avoidance of any doubt, the provisions of this Section 7.2 shall not restrict any right that AT&T has under Applicable Law to access to unbundled Network Elements to exchange traffic with third-party carriers.

7.3 911/E911 Arrangements

7.3.1 AT&T may, at its option, interconnect to the Verizon 911/E911 selective router or 911 Tandem Offices, as appropriate, that serve the areas in which AT&T provides Telephone Exchange Services, for the provision of 911/E911 services and for access to all subtending Public Safety Answering Points ("PSAP"). In such situations, Verizon will provide AT&T with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E911 is not available, AT&T and Verizon will negotiate arrangements to connect AT&T to the 911 service in accordance with applicable state law.

7.3.2 Path and route diverse Interconnections for 911/E911 shall be made at the applicable POI(s) or other points as necessary and mutually agreed and as required by law or regulation.

7.3.3 Within thirty (30) days of its receipt of a request from AT&T and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide AT&T with the following at no charge:

(a) a file via electronic medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) where AT&T is providing, or represents to Verizon that it intends to provide within sixty (60) days of AT&T's request, local exchange service, which MSAG shall be updated as the need arises and a complete copy of which shall be made available on an annual basis;

(b) a list of the address and CLLI code of each 911/E911 selective router or 911 Tandem office(s) in the area in which AT&T plans to offer Telephone Exchange Service;

(c) a list of geographical areas, e.g., LATAs, counties or municipalities, with the associated 911 tandems, as applicable.

(d) a list of Verizon personnel who currently have responsibility for 911/E911 requirements, including a list of escalation contacts should the primary contacts be unavailable.

(e) any special 911 trunking requirements for each 911/E911 selective router or 911 Tandem Office;

(f) prompt return of any AT&T 911/E911 data entry files containing errors, so that AT&T may ensure the accuracy of the Customer records.

7.3.4 AT&T shall use, where available, the Private Switch/Automatic Location Identification ("PS/ALI") electronic interface through which AT&T shall input

and provide a daily update of 911/E911 database information related to appropriate AT&T Customers. In those areas where the PS/ALI electronic interface is not available, AT&T shall provide Verizon with all appropriate 911/E911 information such as name, address, and telephone number via facsimile for Verizon's entry into the 911/E911 database system. Any 911/E911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to Verizon standards, whereas 911/E911-related data exchanged electronically shall conform to the National Emergency Number Association standards. AT&T may also use the PS/ALI electronic interface, where available, to query the 911/E911 database to verify the accuracy of AT&T Customer information.

7.3.5 Verizon and AT&T will use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient interconnection of AT&T systems to the 911/E911 platforms.

7.3.6 AT&T shall be responsible for providing facilities from the AT&T End Office to the 911 Tandem. AT&T shall deploy diverse routing of 911 trunk pairs to the 911 tandem or selective router.

7.3.7 The Parties acknowledge that until Local Number Portability ("LNP") with full 911/E911 compatibility is utilized for all ported telephone numbers, the use of Interim Number Portability ("INP") creates a special need to have the Automatic Location Identification ("ALI") screen reflect two numbers: the "old" number and the "new" number assigned by AT&T. Therefore, for those ported telephone numbers using INP, AT&T will provide the 911/E911 database with both the forwarded number and the directory number, as well as all other required information including the appropriate address information for the customer for entry into the 911/E911 database system. Further, AT&T will outpulse the telephone number to which the call has been forwarded (that is, the Customer's ANI) to the 911 Tandem office. AT&T will include their NENA five character Company Identification ("COID") for inclusion in the ALI display.

7.3.8 AT&T is required to enter data into the 911/E911 database under the NENA Standards for LNP. This includes, but is not limited to, using AT&T's NENA COID to lock and unlock records and the posting of AT&T's NENA COID to the ALI record where such locking and migrating feature for 911/E911 records is available or as defined by local standards.

7.3.9 Verizon and AT&T will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E911 arrangements.

7.3.10 AT&T will compensate Verizon for connections to its 911/E911 pursuant to Exhibit A.

7.3.11 AT&T and Verizon will comply with all applicable rules and regulations pertaining to the provision of 911/E911 services in Virginia.

8.0 NUMBER RESOURCES, RATE CENTERS AND RATING POINTS

8.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines, and any relevant FCC or Commission orders as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Centers and Rating Points corresponding to such NXX codes.

8.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement. The Parties will work cooperatively to implement NXX code activation in a manner consistent with industry standards as part of the Joint Grooming Plan process as set forth in Section 10 of this Agreement.

8.3 Upon discovering that either Party's network does not properly recognize an NXX code assigned to the other Party, the discovering Party shall notify the other Party. The Party whose network is malfunctioning will promptly initiate appropriate procedures to locate the source of, and resolve, the problem. The Parties shall work cooperatively to promptly correct all causes of the problem so identified.

8.4 Unless mandated otherwise by a Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, AT&T shall adopt the Rate Center Areas and Rate Center Points that the Commission has approved for Verizon, in all areas where Verizon and AT&T service areas overlap, and AT&T shall assign whole NPA-NXX codes to each Rate Center Area unless the LEC industry adopts alternative methods of utilizing NXXs in the manner adopted by the NANP.

8.5 AT&T will also designate a Routing Point for each assigned NXX code. AT&T shall designate one location for each Rate Center Area as the Routing Point for the NPA-NXXs associated with that Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself.

8.6 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain AT&T's choices regarding the size of the local calling area(s) that AT&T may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to, Verizon's local calling areas.

9.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES

9.1 Cooperation

The Parties will work cooperatively to install and maintain a reliable network. AT&T and Verizon will exchange appropriate information (e.g., maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve and maintain this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion and to minimize fraud associated with third number billed calls, calling card calls, and any other services related to this Agreement.

9.2 Responsibility for Following Standards

Each Party recognizes a responsibility to follow the standards (including any standards set forth in this Agreement) agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service or any facilities of the other or any third parties connected with or involved directly in the network of the other Party.

9.3 Interference or Impairment

If Party A reasonably determines that the characteristics, facility, service or methods of operation used by Party B will or are likely to materially interfere with or impair Party A's provision of services to any individual Customer or carrier, Party A may, to the limited extent required to address the particular condition, interrupt or temporarily suspend any service or facilities provided to Party B that gives rise to or is likely to give rise to such interference or impairment subject to the following:

9.3.1 Except in emergency situations, Party A shall have given Party B at least ten (10) days' prior written notice of the material interference or impairment or potential material interference or impairment and the need to correct the condition within said time period;

9.3.2 If Party B corrects the condition in the ten (10)-day time period, Party A shall not interrupt or temporarily suspend the affected services or facilities provided by Party A to Party B; and

9.3.3 Upon correction of the interference or impairment that caused Party A to interrupt or temporarily suspend the service or facility, Party A will promptly restore the interrupted or temporarily suspended service or facility. During such period of suspension or interruption, there will be no compensation or credit allowance by Party A to Party B.

9.4 Outage Repair Standard

In the event of an outage or trouble in any arrangement, facility, or service being provided by a Party hereunder, the providing Party will follow procedures for isolating and clearing the outage or trouble that are no less rigorous than Verizon's standard procedures. AT&T and Verizon may agree to modify those procedures from time to time based on their experience with comparable Interconnection arrangements with other carriers.

9.5 Notice of Changes -- Section 251(c)(5)

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's network, or any other change in its network which it believes may materially affect the interoperability of its network with the other Party's network, the Party making the change shall publish notice at least ninety (90) days in advance of such change, and shall use all reasonable efforts to publish at least one hundred eighty (180) days in advance where practicable; provided, however, that if a longer period of notice is required by the FCC's or Commission's rules, including, e.g., the Network Disclosure rules set forth in the FCC Regulations, the Party will comply with such rules.

10.0 JOINT NETWORK IMPLEMENTATION AND GROOMING PROCESS

10.1 Joint Network Implementation And Grooming Process: Installation, Maintenance, Testing and Repair

10.1.1 Upon request of either Party, AT&T and Verizon shall jointly develop an implementation and grooming process (the "Joint Grooming Process"), which may define in detail, among other things, the following:

10.1.1.1 The physical architecture consistent with Section 4.0 and Schedule 4;

10.1.1.2 A blocking standard of one half of one percent (B.005) shall be maintained during the average Time Consistent Busy Hour for final Access Toll Connecting Trunk groups carrying traffic between an AT&T end office and a Verizon access tandem. All final Traffic Exchange Trunk groups are to be engineered with an average Time Consistent Busy Hour blocking standard of one percent (B.01);

10.1.1.3 The respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;

10.1.1.4 Disaster recovery provision escalations;

10.1.1.5 A procedure for escalating any emergency or urgent matters and personnel that can be reached on a 7 x 24 basis;

10.1.1.6 Such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

10.1.2 In those cases where either Party's equipment will not support 64K Clear Channel Capability ("CCC"), the Parties agree to establish AMI line coding.

10.2 Installation, Maintenance, Testing and Repair

Unless otherwise agreed to by the Parties, interconnection shall be equal in quality to that provided by each of the Parties to itself, any subsidiary, affiliate, or third party, to the extent required by Applicable Law. Without affecting any liability it may otherwise have to the other Party hereunder, if either Party is unable to fulfill its obligations under this subsection 10.2, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that the standards to be used by each Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by each Party with respect to itself, any subsidiary, affiliate or third party, to the extent required by Applicable Law.

10.2.1 Trunk Provisioning

10.2.1.1 Notwithstanding any other provision of this Agreement, each Party shall control the timing and sizing of one-way originating Traffic Exchange Trunks it provisions to the other Party. Both Parties will manage the capacity of their interconnection trunk groups. Each Party's trunking requirements for a direct end office or tandem trunk group should be based on reasonable engineering principles and be kept to a minimum quantity of trunks, based on blocking standards identified in Section 10.1.1.2. Either Party may place an order to add or disconnect trunks in a trunk group that are under its control as long as engineering parameters, e.g., design blocking objective, ECCS, utilization, are reasonably met.

10.2.1.2 The Parties will review all Tandem and End Office one-way Traffic Exchange Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. AT&T will promptly augment all Tandem and End Office one-way Traffic Exchange Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem and End Office one-way Traffic Exchange Trunk group carrying AT&T-originated traffic with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, AT&T will promptly submit ASRs to disconnect a sufficient number of Traffic Exchange Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group. If the Parties agree to revise the utilization percentages in this Section 10.2.1.2, the Parties shall amend this Agreement to include mutually agreed upon terms and conditions governing such revised utilization levels.

10.2.1.3 Unless the Parties agree otherwise, the Parties will adhere to the ordering and provisioning guidelines of the OBF for trunk ordering and servicing as implemented by Verizon in accordance with the Change Management Process, as amended, modified, clarified, or supplemented from time to time. For the avoidance of any doubt, Verizon shall not disconnect trunks and/or trunk groups until it receives a Firm Order Confirmation (FOC) from AT&T, which AT&T shall provide within ten (10) calendar days of receipt of Verizon's ASR. If the Parties are unable to agree on whether certain trunks or trunk groups should be disconnected, then either Party may submit the issue to the Dispute Resolution process in accordance with Section 28.11 of this Agreement.

10.2.1.4 At either Party's request, the Parties shall work cooperatively to coordinate major large network interconnection projects that require related work activities between and among Verizon and AT&T work groups.

10.2.2 Network Management

10.2.2.1 Protective Protocols -- Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure, or focused overload. Each Party will provide appropriate industry standard notification to the other Party of any such protective control action which has been executed by that Party. To the extent that prior notification is commercially reasonable and consistent with industry practice, each Party will provide prompt notification to the other Party of any such protective control action which will be executed by the Party.

10.2.2.2 Expansive Protocols -- Originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns.

10.2.2.3 Mass Calling -- AT&T and Verizon shall cooperate regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

10.3 Forecasting Requirements for Trunk Provisioning

10.3.1 AT&T shall provide Verizon a two (2) year traffic forecast of outbound trunks. The forecast shall be updated and provided to Verizon on an as-needed basis but no less frequently than semiannually. All forecasts shall comply with the Verizon CLEC Interconnection Trunking Forecast Guide and shall include, Access Carrier Terminal Location ("ACTL"), traffic type (Local Traffic/Toll Traffic, Operator Services, 911, etc.), 2/6 code (identifies trunk group), A location/Z location (CLLI codes for AT&T POI's and Verizon POI's), interface type (e.g., DS1), and trunks in service (cumulative).

10.3.2 Initial Forecasts/Trunking Requirements

10.3.2.1 For those LATAs where the Parties have not provisioned trunks for the exchange of Local Traffic and unless AT&T expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, Verizon will provide the same number of trunks to terminate Local Traffic to AT&T as AT&T provides to terminate Local Traffic to Verizon, provided that AT&T's forecast is based on reasonable engineering criteria.

10.3.2.2 Intentionally omitted.

10.3.3 Monitoring and Adjusting Forecasts

10.3.3.1 As soon as AT&T reasonably expects the volume of Local and intraLATA Toll traffic exchanged between the Parties to become out of balance (which, for the purposes of this Subsection 10.3.3 shall be defined as the volume of such traffic originating on Verizon's network being greater than three times the volume of such traffic originated on AT&T's network), then AT&T shall, as the Party originating the lesser volume of Local and intraLATA Toll traffic, provide to Verizon a trunk forecast in accordance with this Section 10.3 for Local and intraLATA Toll traffic in both directions (i.e., ingress and egress). For the avoidance of any doubt, the preceding obligation to provide forecasts of another carrier's outbound traffic is imposed only on AT&T and not Verizon. If the volume of Local and intraLATA Toll traffic exchanged between the Parties is in balance (i.e., the volume of such traffic originating on one Party's network is no greater than three times the volume of such traffic originated on the other Party's network), then each Party shall provide the other Party a trunk forecast in accordance with this Section 10.3 for Local and intraLATA Toll traffic originating on its network (i.e., egress only).

10.4 Demand Management Forecasts

In addition to any other forecasts required by this Agreement, upon reasonable request by Verizon, AT&T shall provide to Verizon non-binding good faith demand management forecasts regarding the Resold Services and unbundled Network Elements ("Forecasted Services") that AT&T expects to purchase from Verizon, including forecasts regarding the types and volumes of Forecasted Services that AT&T expects to purchase and the locations where such Forecasted Services will be purchased. Such forecasts shall be requested by Verizon no more frequently than semi-annually and shall be subject to the confidentiality provisions set forth in Section 28.5.2 of this Agreement and the information contained in such forecasts will only be used for planning purposes to assist Verizon in providing such Forecasted Services pursuant to this Agreement. Such forecasts shall not be a commitment by AT&T to order any specified amount of Forecasted Services. Nor do such forecasts expand or otherwise increase (i) Verizon's obligations to provide Forecasted Services pursuant to this Agreement or (ii) any performance standards, measurements, or remedies, if any, that may apply pursuant to Section 26 of this Agreement.